

102139925 ET TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE Form PTO-1594 ET U.S. Patent and Trademark Office (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name of conveying party(ies): 6-20-02 Name: Geac Computer Corporation Limited Ableco Finance LLC Address: Ruth Klein, Esq., Assistant General Counsel Association Individual(s) Street Address: 11 Allstate Parkway, Suite 300 Markham, Ontario, Canada City: State: Zip: L3R 9T8 Limited Partnership General Partnership Corporation-State Other Limited Liability Company Individual(s) citizenship\_\_\_\_\_ Association Additional name(s) of conveying party(ies) attached? Yes V No General Partnership\_ 3. Nature of conveyance: Limited Partnership Assignment Merger Corporation-State\_ Other a Canadian corporation Change of Name Security Agreement Other Release of Security Interest If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes 🗾 Yes Execution Date: 03/15/2002 (Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) \_\_\_\_\_ 1.955.458 Yes 🔽 No Additional number(s) attached 5. Name and address of party to whom correspondence 6. Total number of applications and registrations involved: ..... concerning document should be mailed: Joshua R. Bressler, Esq. 7. Total fee (37 CFR 3.41).....\$ 40.00 Internal Address: Sullivan & Cromwell Enclosed Authorized to be charged to deposit account 8. Deposit account number: 125 Broad St. Street Address: City:\_New York Zip:10004 State:\_NY

> Total number of pages including cover sheet, attachments, and document M≱il documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

DO NOT USE THIS SPACE

9. Signature.

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Name of Person Signing

Joshua R. Bressler, Esq.

**TRADEMARK** REEL: 002535 FRAME: 0197

6-19-02

## RELEASE OF SECURITY INTEREST (Trademarks)

This RELEASE OF SECURITY INTEREST (Trademarks), (the "Release") is made and effective as of the date indicated below and is granted by **ABLECO FINANCE LLC** as Agent ("Ableco"), in favor of **GEAC COMPUTER CORPORATION LIMITED**, a Canadian corporation (the "Releasee").

WHEREAS, Releasee and Ableco entered into that certain Financing Agreement dated as of October 17, 2001, as amended, replaced, superseded or otherwise modified from time to time (the "Financing Agreement");

WHEREAS, pursuant to the Financing Agreement, the Releasee executed that certain Assignment for Security (Trademarks) dated as of October 16, 2001 in favor of Ableco, pursuant to which Releasee granted to Ableco a continuing security interest in all of Releasee's right, title and interest in, to and under the trademarks, trademark applications and trademark registrations listed on the annexed Schedule 1A, together with, among other things, the goodwill of the business symbolized by such trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Financing Agreement);

WHEREAS, the Assignment for Security (Trademarks) was recorded at the United States Patent and Trademark Office at Reel 002420, Frame 0738 on January 4, 2002.

WHEREAS, Releasee has requested that Ableco release and discharge fully its security interest in and to the Trademark Collateral conveyed pursuant to and in connection with the Financing Agreement; and

WHEREAS, Ableco is willing to release and discharge fully such security interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ableco, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Ableco (if any) pursuant to the Financing Agreement, and Ableco reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Ableco further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, Ableco has caused this Release to be duly executed by its officer thereunto duly authorized as of the \\ \sum\_\ \\_ day of March 2002.

ABLECO FINANCE LLC, as Agent

## CERTIFICATE OF ACKNOWLEDGMENT

COUNTY OF WENTER

SS.:

On this 15 day of March 2002, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ALEXANDER J. ORNSTEIN Notary Public, State Of New York No. 020R6023697 Qualified In Nassau County Commission Expires April 26, 200

NY12533:146781.1

TRADEMARK REEL: 002535 FRAME: 0199 Schedule 1A

Release of Security Interest (Trademarks)

Geac Computer Corporation Limited

Mark	Application No.	Registration No.
GEAC		1,955,458

9141246.1

TRADEMARK REEL: 002535 FRAME: 0200

**RECORDED: 06/20/2002**